

RESOLUTION NO. 2022-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA
APPROVING A CONDITIONAL AIRPORT USE PERMIT FOR JOBY AERO,
INC. FOR USE OF RAMP SPACE IN THE AIRCRAFT OPERATIONS AREA OF
THE MARINA MUNICIPAL AIRPORT FOR AIRCRAFT FLIGHT TESTING
ACTIVITIES AND AUTHORIZING THE CITY MANAGER AND THE
AIRPORT SERVICES MANAGER TO EXECUTE THE CONDITIONAL
AIRPORT USE PERMIT ON BEHALF OF THE CITY SUBJECT TO FINAL
REVIEW AND APPROVAL BY THE
CITY ATTORNEY

WHEREAS, Joby Aero, Inc. a Delaware corporation authorized to conduct business in California (“Joby”), is a tenant at the Marina Municipal Airport; and

WHEREAS, Joby is seeking to conduct aircraft flight testing activities, including aircraft system tests, and manned and unmanned hover tests using the Joby S4 aircraft. The testing activity would take place in the Aircraft Operations Area of the Airport on open ramp space which would be dedicated to the testing activities when taking place and include locating a ground control system (GCS) trailer and an antenna next to the identified ramp space; and

WHEREAS, the Joby S4 aircraft has been found airworthy by the FAA as indicated by issuance of a Special Airworthiness Certificate for the aircraft. When operated by a remote pilot operation, the Joby S4 is governed by a Certificate of Waiver or Authorization (COA), FAA Form 7711-1. This COA specifies the Operating Area, Special Provisions, Safety of Flight, Notices to Airmen, Airspace, Air Traffic Control procedures and limitations. The airworthiness and COA are specific to the S4 and are developed in cooperation with Joby as well as other branches of the FAA including Air Traffic Control and Airways; and

WHEREAS, Joby desires to utilize dedicated ramp space for flight testing activities. The Conditional Airport Use Permit (CAUP) identifies the ramp space location for flight tests, the GCS and antenna locations (“**EXHIBIT A**”); and

WHEREAS, the Term of the CAUP is January 20, 2022 through June 30, 2023. The CAUP lists Conditions of Approval which apply to conducting flight tests within the dedicated ramp space and contains an Operational Safety Plan (OSP) which provides specific direction to be followed when conducting flight tests within the dedicated ramp space; and

WHEREAS, Joby personnel will monitor and communicate with air traffic to direct aircraft and/or vehicles to navigate around the dedicated ramp space when the hover testing activity is taking place and will not otherwise interfere with aircraft moving to or from the fuel farm on the ramp or nearby taxilane. Flight testing activities may occur between civil morning twilight and civil evening twilight subject to wind, weather and lighting conditions and would be conducted intermittently throughout various days each month during the term of this permit; and

WHEREAS, Joby will be responsible for all permits, safety, personnel, and coordination of all safety issues with the Airport Services Manager and Marina Police and Fire Departments, as set forth in the Use Permit conditions and OSP; and

WHEREAS, having Joby at the Marina Municipal Airport is in furtherance of the present and future aeronautical use of the Airport and its facilities; and

WHEREAS, staff has determined that the findings for approval of the CAUP can be made, in that the proposed project as conditioned will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working at the Marina Municipal Airport or be detrimental or injurious to property and improvements near the Marina Municipal Airport or to the general welfare of the City or be detrimental to or interfere with aviation activity at the Marina Municipal Airport; and

WHEREAS, Joby Aero, Inc. will pay \$500.00 per month for any month during which testing takes place and \$200.00 per month for any month during which the ground control system (GCS) trailer is located in the designated area. These revenues will be recorded in the Airport Enterprise Fund 555, Lic & Permits, Account No. 555.000.000.5200.010; and

WHEREAS, the Conditional Airport Use Permit is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15301 (Class 1 – operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve a Conditional Airport Use Permit for Joby Aero, Inc. for use of ramp space in the aircraft operations area of the Marina Municipal Airport for aircraft flight testing activities; and
2. Authorize the City Manager, as the Airport Manager and the Airport Services Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 25th day of January 2022, by the following vote:

AYES: COUNCIL MEMBERS: Medina Dirksen, Burnett, Berkley, Biala, Delgado

NOES: COUNCIL MEMBERS: None

ABSENT: COUNCIL MEMBERS: None

ABSTAIN: COUNCIL MEMBERS: None

ATTEST:

Bruce C. Delgado, Mayor

Anita Sharp, Deputy City Clerk

**MARINA MUNICIPAL AIRPORT
CONDITIONAL AIRPORT USE PERMIT
FOR THE USE OF THE RAMP
FOR FLIGHT TESTING ACTIVITIES BY
JOBY AERO, INC.**

THIS IS TO CERTIFY THAT, the City of Marina City Council at a regular meeting held on January 25, 2022, considered the following request. The City Council at that meeting then approved this Conditional Airport Use Permit (“Permit”) for the use of the ramp at the Marina Municipal Airport (“Airport”) under authority provided by the Airport Operating Ordinance Number 96-01, dated March 7, 1996 (Marina Municipal Code Chapter 13.22) and subject to the following conditions and restrictions.

REQUEST:

Request by on behalf of JOBY AERO, INC., a Delaware corporation registered to do business in California, (“Permittee”) for permission to use the ramp at the Airport. Permittee is a co-tenant in Building 524 and conducts aeronautical commercial activities at the Airport. Joby is seeking to conduct commercial aviation-related flight testing activities, including aircraft system tests, propeller tests, and manned and unmanned hover tests using the Joby S4 aircraft (the “Aircraft”). The Permit shall go into effect on January 26, 2022 and remain in effect until June 30, 2023.

BACKGROUND:

The members of the City Council serve as members of the Airport Commission. The Airport Commission is authorized to enact policies and regulations governing operations and the conduct of business on the Airport subject to the approval of the City Council. In order to keep the administrative record of the Airport Commission separate from the action of the City Council, the Commission’s role is to recommend to the Council approval or disapproval of a request.

COUNCIL ACTION:

The City Council adopted the following findings in justification of granting this Permit and granted the Permit as described herein subject to each of its Conditions of Approval and authorized the City Manager to execute same as described herein.

FINDINGS:

The City Council finds that, under strict conditions of approval:

1. The use of the ramp area for testing of the Aircraft and Permittee’s use of the ramp with intermittent closure, will not be detrimental to health, safety, peace or general welfare of the City, the Airport, the surrounding properties or the community-at-large.

2. The testing of the Aircraft is a related aeronautical use which will not, with proper advanced notice, be detrimental or injurious to the efficiency and utility of the Airport or to Airport property and improvements.
3. Testing, if conducted in accordance with the conditions of this Permit, will be consistent with the Environmental Guidelines, the General Plan, the Airport Master Plan, the Airport Layout Plan, the Airport Operating Ordinance and the Zoning Ordinance of the City.
4. Testing, done in accordance with the conditions of this Permit, will not present or create a safety hazard to the normal operations of aircraft arriving or departing from the Airport.
5. The permitted activities can be safely maintained within the boundaries of the Airport.
6. Reasonable time periods can be and are herein designated for use of the ramp with intermittent closure by the Permittee for testing.
7. The charge established for the proposed use of the ramp is reasonable.
8. The form and amount of liability insurance required herein, naming the City and the Airport as additional insured parties to be obtained from the Permittee are reasonably related to the Airport's liability exposure and are not unjustly discriminatory. Any previous editions of these forms shall be modified to indicate the business name of the Permittee: Joby Aero, Inc. It is further found that, because these insurance requirements are appropriate under the unique characteristics of the proposed use, this finding shall not be construed to indicate a precedent for insurance requirements for any other use.

TERM OF PERMIT:

January 26, 2022 through June 30, 2023.

[Permit continues]

CHARGE:

The Permittee shall pay to the City a charge for the use of the ramp equal to the amount of \$500.00 per month for any month during which testing takes place. In addition, Permittee will pay to the City a charge for the placement of the ground control system trailer next to the ramp of \$200.00 per month for any month during which the ground control system (GCS) trailer is located in the area designated "GCS Location" on Exhibit A or elsewhere as approved in advance by the Airport Services Manager. Payment shall be made to the "City of Marina", 781 Neeson Road, Marina, California 93933, attention: Airport Services Manager.

Permittee acknowledges that late payment of the fee will cause the City to incur costs not contemplated by this Permit; the exact amount will be extremely difficult to ascertain. Permittee's operations may, at the discretion of the Airport Services Manager, be suspended until such time as the entire payment due under this Permit is remitted to the City. Should any payment due under this Permit remain unpaid ten days after the due date of such payment, a penalty of ten percent shall be added to any payments past due and owing. City and Permittee agree that this late charge represents a fair and reasonable estimate of costs that the City will incur by reason of the late payment of the fee by the Permittee. Acceptance of any such late charge shall not constitute a waiver of Permittee's default with respect to the overdue amount, nor prevent the City from exercising any of the other rights and remedies available to it by reason of such default. Interest on any unpaid fees, charges and any penalty shall accrue at the rate of one and one-half percent per month thereafter until paid.

BUSINESS LICENSE:

Permittee must obtain and keep current a business license issued by the City's Finance Department. Permit does not go into effect until the business license is obtained.

CONDITIONS OF APPROVAL:

This Permit is issued by the City and is accepted by Permittee upon the following terms, covenants and conditions, and the breach of any said terms, covenants or conditions may be deemed sufficient cause for the suspension or termination of the Permit. Such suspension of the Permit shall be by the Airport Services Manager.

I. Operational

- A. Permittee shall provide the Airport Services Manager of planned test activities and when possible, will provide 24 hours' notice. Notifications to the Airport Services Manager will be emailed to jcrechriou@cityofmarina.org.
- B. The activities for the testing of the Aircraft shall be confined to the ramp areas as shown in **"Exhibit A"** with intermittent closure of some areas during designated testing periods as described in **"Exhibit B"**. The activities for tests shall be pursuant to the Operational Safety Plan shown in **"Exhibit B"**. In the event of a conflict between the Operational Safety Plan and this Permit, the terms of the Permit will control. Permittee, by its acceptance of this Permit, acknowledges and understands the use of the ramp is designated by the City as a temporary use and location for: (1) a temporary Ground Control Station; and (2) a tethered pad within the ramp area and that this Permit does not contain, and may not be

construed to convey, any vested right in Permittee to use another area of the Airport in connection with Permittee's activities.

- C. The ramp including the tethered pad and the Ground Control Station is to be maintained by Permittee to Airport standards to the satisfaction of the Airport Services Manager. The temporary antenna installed adjacent to Building 524 shall be fenced to protect it from damage and from damaging vehicles or aircraft. When required, maintenance and any repairs of the ramp should be made in a timely manner and at the Permittee's cost. Prior to and after conducting any test operations, Permittee must examine the condition of the ramp used during the test to determine if it is in a safe condition to use as a testing site. Any unsafe condition should be reported in a timely manner to the Airport Services Manager and/or Airport Maintenance personnel. Permittee shall at all times cooperate and coordinate with the City prior to and in the maintenance and repair of the ramp.
- D. The City shall maintain the ramp to Airport standards, and at all times free of any structures, vehicles (except for the Aircraft and other related Permittee vehicles), debris, trash, fencing, etc. Prior to and after conducting any test operations, Permittee must examine the condition of the ramp used during the test to determine if it is in a safe condition to use as a testing site and/or for aircraft operations. Any unsafe condition should be immediately reported to the Airport Services Manager and/or Airport Maintenance personnel. Should any maintenance, including sweeping, or repairs of the ramp be required as determined by the Airport Services Manager, the Permittee shall perform the necessary maintenance or reimburse the associated cost to the Airport to perform the necessary maintenance. Permittee shall at all times cooperate and coordinate with the City prior to and in the possible maintenance and repair of the ramp.
- E. In the event of any damages resulting from the Permittee's activities as determined by the City/Airport Services Manager, the responsible party(s) must pay for and repair all damages to Airport facilities in a timely manner. If Permittee's activities on the site damages, for example, the ramp due to a fuel spill and the ramp softens or otherwise becomes unusable, Permittee shall be responsible for the cost of repairs to the damaged ramp.
- F. Prior to the conducting any testing activities, Permittee shall provide to the Airport Services Manager a current list of names and contact information, including cell phone number, for principal persons who are responsible for the conduct of the activities and who should be contacted in the event of an emergency.
- G. Permittee shall adhere to any applicable FAA regulations and conduct all test operations in accordance with the City of Marina Municipal Code Chapter 13.22 "Operating Ordinance for Marina Municipal Airport" and any FAA regulations that may be in force or promulgated during the period in which the Permit is in force.
- H. Testing operations may be conducted on the ramp from Civil Morning Twilight to Evening Civil Twilight subject to wind, weather and lighting conditions. The City may require Permittee to temporarily cease its use of the ramp to

accommodate special activities permitted by the City at the Airport. City will use its best efforts to notify Permittee within a reasonable time period prior to issuing such a requirement.

- I. Permittee shall not allow any vehicles or equipment associated with the testing activities to travel on or across the runway, taxiways or ramps without proper flag or lighting and radio equipment, powered up and tuned to frequency 122.7 or such frequency as the FAA or Airport Services Manager shall designate in writing.
- J. Radio equipment and use requirements shall be consistent with FAA Regulations. The frequency used should comply with the frequency identified in the Letter of Agreement with NORCAL TRACON. Frequency 122.7 shall be used only for the purpose of communicating with other aircraft. Permittee is responsible to ensure that the radio frequency(s) used to communicate between the GCS and Aircraft are at all times free from any interference and cannot be used during testing activities by anyone other than the Permittee.
- K. Parking spaces for vehicles not associated with testing shall be located in the general public parking areas at the Airport. There shall be no overnight parking or camping in any vehicle on Airport property per Municipal Code 10.40.150. All vehicles associated with Permittee's activities including customers, visitors, employees, and owners shall be parked in the general public parking areas at the Airport. Any vehicles parked in non-approved areas may be removed.
- L. No persons shall possess or consume any alcoholic beverage or illegal drug in or around any areas when testing activities are taking place. No person employed by or providing services to Joby Aero, Inc. shall possess, consume and/or have in his or her system any alcoholic beverage or illegal drug in or around any areas where testing activities are taking place. In addition, operators of the aircraft shall not possess or have in his or her systems any legal drug that impairs or could impair their ability to operate an aircraft (including on the runway, taxiways and the designated ramp area, in or around any associated vehicles, or anywhere on the Airport).
- M. If Permittee operates fuel servicing or charging equipment, that equipment must fully meet safety requirements as determined by the City's Risk Manager, Fire Department and Airport Manager and must be clearly labeled as to the type of fuel contained or power capacity being supplied. Fuel servicing or charging equipment shall be withdrawn from use and removed from the Airport during any period of deficiency. Surfaces upon which fuel servicing or charging equipment is parked, in accordance with the Airport Master Plan and Airport Manager, and any adjacent areas must be kept clear of accumulation of oil, grease, fuel and debris which are potential fire and safety hazards. Equipment used for fueling or charging of aircraft shall be insured to the satisfaction of the City's Risk Manager; insurance may include but is not necessarily limited to liability for sudden and accidental pollution and coverage for property damage and bodily injury arising out of the operation of the fuel equipment. Any equipment used for fueling or charging of aircraft shall be inspected by the City's Fire Department prior to being brought onto the Airport by Permittee.

- N. Permittee shall cooperate with the City/Airport in notifying pilots, users and tenants of the Airport about the Permittee's activities and explaining how these activities will affect the Airport and airport operations.
- O. Operational-related notifications of a non-emergency nature, which do not constitute reportable events (as set forth below), should be made to the Airport administrative staff, either in person or by telephone (831-241-8628 and 831-717-7058). For occasions when the Airport administrative staff may not be available and the matter requires immediate attention, the Police Department Watch Commander may be contacted (831-384-7575).
- P. Permittee in accepting this Permit acknowledges that it has received and shall abide by the rules and regulations set forth in the Airport Operating Ordinance (Marina Municipal Code Chapter 13.22) and shall conduct its activities in accordance with applicable federal and state statutory and decisional laws, County of Monterey and City of Marina ordinances, rules and regulations and the requirements of any other duly authorized government agency.

II. Reportable Events

- A. Permittee, within 24-hours from the time of an accident, incident or reportable event which violates the regulations identified in Section I of this Permit, or which results in the injury or death of any person or damage to any property belonging to the City or to third parties., shall provide a written report of the incident to the Airport Services Manager using the attached Incident Report Form, as shown in **"Exhibit C"**. The Airport Services Manager shall acknowledge receipt of the form including the date and time received and shall provide a response to Permittee within 72 hours of receipt. The Airport Services Manager shall provide written notice to Permittee of an accident or incident or reportable event. Permittee shall acknowledge receipt of the form including the date and time received and shall provide a response to the Airport Services Manager within 72 hours of receipt.
- C. Permittee must immediately, and no later than one hour, by phone or in person, contact the Airport Services Manager (831-241-8628) or Police or Fire Department duty officers to report any accident as required by these provisions and a copy of any written report shall be provided to the City. Any situation observed that might constitute a hazard to aircraft or is not in the interest of good safety practice at the Airport must be reported immediately to a City official or officer, as described above, by telephone, in person, or using the Incident Report Form.

III. Insurance and Indemnification Required.

- A. Insurance. Permittee agrees to provide insurance in accordance with the requirements set forth herein. Specifically, such insurance shall: (1) protect City as an additional insured for commercial general and business auto liability; (2) provide City at least thirty days written notice of cancellation, material reduction in coverage or reduction in limits and ten days written notice for non-payment of premium; and (3) be primary with respect to City's insurance program.

Permittee's insurance is not expected to respond to claims that may arise from the acts or omissions of the City. Proof of insurance coverage shall be provided to the City upon request. If Permittee uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein,

Permittee agrees to amend, supplement or endorse the existing coverage to do so. The following coverages set forth below in clauses (C), (D), and (E) be provided by Permittee and any other entities under which the corporation shall do business, shown as having been issued the policies of insurance required herein and which must be maintained on behalf of the City in accordance with the requirements set forth herein.

- B. Cancellation, Reduction, Change. In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of \$500.00) of the City's airport liability insurance as a result, in whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage City shall promptly notify Permittee.
- C. Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 . Total limits shall be no less than two million dollars per occurrence for coverage including products and completed operations, property damage, bodily injury and personal and advertising injury. It a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit The City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers must be added as additional insured's using ISO additional insured endorsement form at least as broad as ISO Form CG 10, CG 11 85 or both CG 20 10, CG 2026, CG 20 33, or CG 20 38 and CG 20 27 forms if later revisions used. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) in the amount of two million dollars shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.
- D. Aircraft Liability. For any aircraft owned, used, leased to or under the control of Permittee and used in connection with the testing activities on the Airport, Permittee shall provide evidence of insurance coverage, satisfactory to the Risk Manager of the City and consistent with the requirements of the Monterey Bay Area Self Insurance Authority, in the minimum amount of one million dollars, single limit, excluding passengers and occupants bodily injury combined each

occurrence. The City of Marina shall be added as an additional insured using an additional insured endorsement form approved by the City.

- E. Auto Insurance. Primary coverage must include all vehicles used in relation to the testing activities on the Airport shall be written on a commercial or business auto coverage form ISO CA 0001 including hired auto liability for bodily injury and property damage. Limits shall be no less than one million dollars per accident. Starting and ending dates shall be concurrent. The City of Marina shall be added as an additional insured using an additional insured endorsement form approved by the City.
- F. Workers' Compensation/Employers' Liability. This shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers.
- G. Cancellation. In the event of cancellation, reduction of or change in coverage, or a substantial premium increase (in excess of \$500.00) of the City's airport liability insurance as a result, in whole or in part, of the operations allowed by this Permit, this Permit shall be suspended effective as of the date of any such change. Upon receipt of notice of any such change in coverage, City shall promptly notify Permittee.
- H. Indemnification. Permittee and City agree that City, its Airport, Council, boards and commissions, officers, employees, agents, and volunteers, should to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuits, cost, expense, reasonable and documented attorney's fees, litigation costs, defense costs, court costs or any other cost arising out of the activities permitted by this Permit. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Permittee acknowledges that City would not grant this Permit in the absence of the commitment from Permittee to indemnify and protect City as set forth here.

To the full extent permitted by law, Permittee shall immediately defend, indemnify and hold harmless City, its Airport, Council, boards and commissions, officers, employees, agents, and volunteers, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, reasonable and documented attorney fees incurred by City, court costs, interest, defense costs including expert witness fees arising out of the activities governed by this Permit. All obligations under this provision are to be paid by Permittee as they are incurred by the City.

Without affecting the rights of the City under any provision of law, this Permit or this section, Permittee shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by written agreement of the parties or the findings of a

court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Permittee are solely or partially at fault or in instances where City's fault account for only a percentage of the liability involved. In those instances, the obligation of Permittee will be all inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Permittee acknowledges that its obligation pursuant to this section extends to liability attributable to the City, if that liability is less than the Sole fault of City. Permittee shall have no obligation under this Permit for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of the City.

The obligations of Permittee under this or any other provision of this Permit shall not be limited by the provisions of any workers' compensation act or similar act. Permittee expressly waives its statutory immunity under such statutes or laws as to City, its Airport Council, boards and commissions, officers, employees, agents, and volunteers.

Permittee agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from any assignee, subcontractor or any other person or entity involved by, for, with or on behalf of Permittee in the performance of the subject matter of this Permit. In the event Permittee fails to obtain such indemnity obligations from others as required here, Permittee agrees to be fully responsible according to the terms of this section.

Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Permittee and shall survive the termination of this Permit or this section.

G. Other Agreements. Permittee and City further agree as follows:

1. Insurance provisions supersede all other sections and provisions of this Permit to the extent that any other section or provision conflicts with or impairs the provisions of those sections.
2. Nothing contained in the insurance provisions is to be construed as affecting or altering the legal status of the parties to this Permit. The insurance requirements set forth in this Permit are intended to be separate and distinct from any other provision in this Permit and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this Permit shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Permit or any other Permit relating to the City or its operations limits the application of such insurance coverage.

4. Requirements of specific coverage features or limits contained in the insurance provisions are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
5. For purposes of insurance coverage only, this Permit shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Permit.
6. All general or auto liability insurance coverage provided pursuant to this Permit shall not prohibit Permittee, Permittee's employees, or agents from waiving the right of subrogation prior to a loss. Permittee hereby waives all rights of subrogation against the City.
7. Unless otherwise approved by City, Permittee's insurance shall be written by insurers authorized to do business in the State of California with a minimum "Best's" Insurance Guide Rating of "A:VII."
8. In the event any policy of insurance required under this Permit does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Permittee.
9. Permittee agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverage's required and an additional endorsement to Permittee's general liability and umbrella liability policies using ISO endorsements described in the foregoing Certificate(s) are to reflect that the insurer shall provide 30 days notice of any cancellation of coverage. Permittee agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Permittee agrees to provide complete copies of policies to City upon request.
10. Permittee shall provide proof that policies of insurance required herein expiring during the term of this Permit have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished at least two weeks prior to the expiration of the coverage's.
11. Any actual or alleged failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Permit in no way waives any right or remedy of City or any additional insured, in this or any other regard.
12. Permittee agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional

insured's all parties to this Permit. Permittee agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Permittee agrees to require that no contract used by any subcontractor, or contracts Permittee enters into on behalf of City, shall reserve the right to charge back to City the cost of insurance required by this Permit. Failure of City to request copies of such contracts shall not impose any liability on City, its Airport, Council, boards and commissions, officers, employees, agents and volunteers.

13. If any of Permittee's dba entities are or should become lawfully constituted as a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operation are insured's.
14. Permittee agrees to provide immediate notice to City of any claim or loss against Permittee that includes City as a defendant. City assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.

IV. Enforcement, Suspension, and Termination

- A. The conditions of this Permit may be enforced by any means and methods by which the City may secure compliance with the provisions of its Municipal Code. These include but are not necessarily in order of or limited to the following: warning notices, administrative citations, civil or criminal enforcement or injunctive relief. Multiple enforcement remedies may be used to achieve compliance with respect to persons who commit continuing violations.
- B. In lieu of or in conjunction with enforcement remedies, this Permit may be immediately suspended at any time for a violation of any of the conditions of approval as set forth herein. Written notice of suspension shall be given to Permittee, or that person then in-charge of conducting Permittee activities on the Airport, by the Airport Services Manager. The notice shall set forth the specific violation for which the immediate suspension is imposed. Permittee agrees that, upon receipt of written notice of suspension from the Airport Services Manager it will immediately cease and suspend its use of the ramp.
- C. The Airport Services Manager agrees to cooperate with Permittee in its efforts to remedy or to address a cited violation or notice of violation for which this Permit has been suspended. If and when such violation has been addressed to the satisfaction of the Airport Services Manager, immediate verbal notice of Permit reinstatement followed within not more than 24-hours by a written notice of Permit reinstatement shall be given to Permittee.
- D. This Permit may be suspended by action of the Airport Services Manager or the Airport Manager and terminated by action of the City Council or the Airport Commission.

- E. In the event it should become necessary for either party to enforce or interpret any of the terms and conditions of this Permit by means of court action or administrative enforcement the laws of the State of California shall govern the interpretation of the terms and conditions of this Permit and such action shall be brought in a court of proper jurisdiction in Monterey County, the prevailing party, in addition to any other remedy at law or in equity available to such party, shall be awarded all reasonable costs and reasonable attorney's fees in connection therewith, including the fees and costs of experts reasonable consulted by the attorneys for the prevailing party.
- G. In the event of a request or action by the Federal Aviation Administration (FAA) to cease or terminate the activities as set forth in this conditional use permit, such permit shall become immediately null and void without requirement of any further action by the City Council. To the extent applicable, Permittee shall comply with all FAA Assurances as shown on "Exhibit D" attached hereto and made a part hereof. In the event of a conflict between Exhibit D and Section VI of this Permit, Exhibit D shall control

V. Non-Transferability, No Exclusive Right, No Right to Lease

- A. This Permit is non-transferable.
- B. This permit shall not be construed or interpreted as an "exclusive right" within the provisions of section 308a of the FAA Act of 1958, as amended.
- C. This Permit is not, and may not be, construed as a lease of any City property, nor does it convey any right to such a lease.

VI. Grant Agreement Covenants

Permittee acknowledges that City is subject to Federal grant agreement obligations as a condition precedent to granting of funds for the improvement of the Airport, and, accordingly agrees to, and agrees to be bound by, the following covenants provided by the FAA as they may apply to Permittee:

Permittee, by accepting this Permit expressly agrees for itself, its successors and assigns that it will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from Marina Municipal Airport or otherwise constitutes a hazard. In the event this covenant is breached, City reserves the right to enter upon the premises and cause the abatement of such interference at the expense of Permittee. There is hereby reserved to City, its successors and assigns, for the use and benefit of the public, a right for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking from, or operation on the Airport

Permittee for itself and its personal representatives, successors in interest, and assigns as part of the consideration hereto, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said premises. (2) that in the construction of any improvement on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participating in, denied the benefits of, or otherwise be subject to discrimination; (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21 Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the City (through the City Manager) shall have the right to terminate this Permit, and to re-enter and repossess the premises and hold the same as if this Permit had never been made or issued.

City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or views of Permittee, and without interference of hindrance. The City reserves the right, but shall not be obligated to Permittee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport together with the right to direct and control all activities of Permittee in this regard, The Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises or in the event of any planned modification or alteration of any present or future building or structure situated on the premises. This requires the submission of FAA Form 7460-1, Notice of Construction or Alteration to the FAA.

The Permittee by accepting this Permit expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or building nor permit object of natural growth or other obstruction on the land leased hereunder above a height as determined by the application of the requirements of Title 14 CFR Part 77 or above mean sea level elevation of 210 feet. In the event the aforesaid covenants are breached,

the City reserves the right to enter upon the land hereunder and to remove the offending structure or object or cut the offending natural growth, all of which shall be at the expense of the Permittee.

The Permittee will furnish services on a reasonable and not unjustly discriminatory basis to all users and charge reasonable and not unjustly discriminatory prices for each unit or service, provided that the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. In the event of breach of the above covenant, the City (through the City Manager) shall have the right to terminate this Permit, and to re-enter and repossess the premises and hold the same as if this Permit had never been made or issued.

The Permit will conform to airport and Federal Aviation Administration safety and security rules and regulations regarding use of the Airport operations area including runways, taxiways, aircraft aprons by vehicles, employees, customers, visitors, etc. in order to prevent security breaches and avoid aircraft incursions and vehicle/pedestrian deviations; will complete and pass airfield safe driving instruction program when offered or required by the Airport; and will be subject to penalties as prescribed by the airport for violations of the airport safety and security requirements.

This Permit is subordinate to the City's obligations to the federal government under existing and future agreements for federal aid for the development and maintenance of the Airport.

This Permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States, relative to the development, operation, or maintenance of the Airport. Failure of the Permittee to comply with the requirements of any existing or future agreement between the City and the United States, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Permittee's rights hereunder.

VII. Modifications for Granting FAA Funds

In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Permit, Permittee agrees to consent in writing upon the request of City to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Permit as may be reasonably required to enable the City to obtain FAA funds. A failure by Permittee to so consent shall constitute termination of this Permit.

VIII. Authority

The individual executing this Permit on behalf of Joby Aero, Inc. represents and warrants that he or she is duly authorized to execute and deliver this Permit on behalf of the corporation and that this Permit is binding upon the corporation in accordance with its terms.

IX. Notice

All notices and other communications required to be given under this Permit shall be in writing and shall be delivered at the addresses set out herein. Notice may be given by personal delivery, recognized overnight courier, by United States mail, by facsimile transmission, or by e-mail, in the manner set forth below. Notice shall be deemed to have been duly given: (a) if by personal delivery, on the first to occur of the date of actual receipt or refusal of delivery by any person at the intended address; (b) if by overnight courier, on the first business day after being delivered to a recognized overnight courier; (c) if by mail, on the third business day after being deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid; (d) if by facsimile transmission, the next business day after being transmitted, as evidenced by the confirmation slip generated by the sender's facsimile machine; or (e) if by e-mail, the business day after being transmitted, as evidenced by the confirmation generated by the sender's e-mail, addressed as follows (or to such other address as either party may from time to time specify as its address for the receipt of notices hereunder):

To the City of Marina:

Airport Services Manager
City Hall
211 Hillcrest Avenue
Marina, California 93933
Phone: 831-384-2901
Mobile: 831-241-8628
Facsimile: 831-582-0104
E-mail: jcrechriou@cityofmarina.org

With a copy to:

City Attorney – City of Marina
Wellington Law Offices
857 Cass Street, Suite D
Monterey, California 93940
Phone: 831-373-8733
Facsimile: 831-373-7106
E-mail: attys@wellingtonlaw.com

To Joby Aero, Inc.:

Joby Aero, Inc.
2155 Delaware Avenue, Suite #225
Santa Cruz, California 95060
Phone: 831-201-6700
Facsimile: (831) 417-4411
E-mail: legal@jobyaviation.com

THIS CERTIFICATE IS TO NOTIFY Joby Aero, Inc. that the above described Conditional Airport Use Permit was approved by the City of Marina City Council with their action and to become effective as specified in the Permit. However, requesters are notified that should any aggrieved party wish to appeal the decision of the City Council, a written appeal must be filed with the City Clerk no later than the end of the first workday which is at least ten calendar (10) days from the issuance of this Certificate, no later than 5:00 P.M. on Monday, February 7, 2022. Such appeal must set forth specifically the points at issue, the reasons for the appeal and describe why the person appealing the decision believes there was an error or abuse of discretion by the City Council. Should no appeal be filed within this time limit, this Certificate shall be valid as written. Any action for judicial review of this decision must be brought within the time limits specified in the California Code of Civil Procedure Section 1094.6.

Dated: February 7, 2022 at Marina, California

APPROVED/ATTEST

Layne Long
City Manager/Airport Manager
City of Marina

Jeff Crechriou
Airport Services Manager
City of Marina

Date: _____ 2022

Date: _____ 2022

I HAVE READ, UNDERSTAND AND ACKNOWLEDGE AND AGREE TO THE CONDITIONS SET FORTH IN THIS PERMIT:

Nik Whiting
Facilities Operations Lead
Joby Aero, Inc.

Date: _____ 2022

Attest: Pursuant to Resolution No. 2022-__

Anita Shepherd-Sharp, Deputy City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENTS:

- EXHIBIT A Site Plan for Test Operations
- EXHIBIT B Operational Safety Plan
- EXHIBIT C Incident Report Form
- EXHIBIT D FAA Assurances

EXHIBIT A
SITE PLAN FOR TEST OPERATIONS

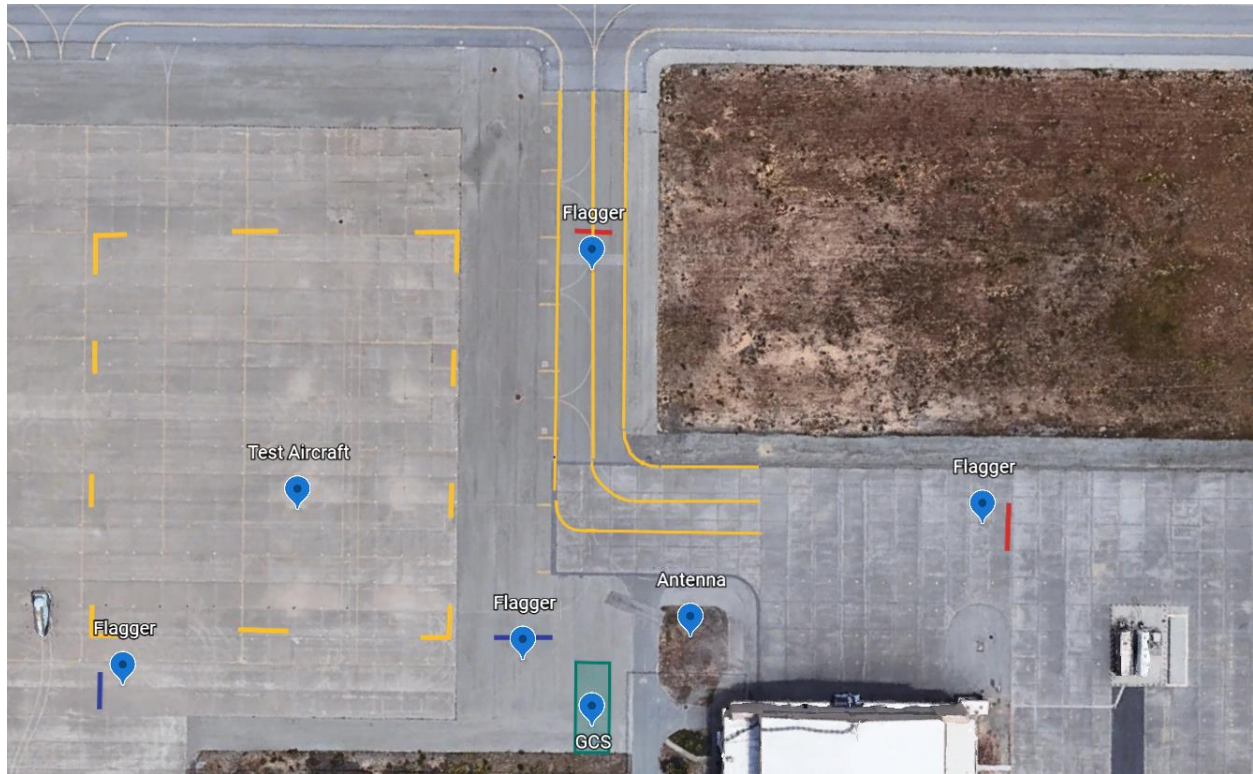


EXHIBIT B
Operational Safety Plan

Marina Municipal Airport

Operational Safety Plan
for Conducting Testing by Joby Aviation
(Revised January [], 2022)

Compliance with the following. Refer to Site Plan (Exhibit A) for location and other pertinent information.

General Requirements and Restrictions:

1. Testing to occur between morning civil twilight and evening civil twilight.
2. Each operation shall be staffed with a Test Conductor (TC), provided by the Company. This individual is tasked with:
 - A. All required communications to the airport.
 - B. Safety and security during the test including set up and take down of delineation.
 - C. Control of all testing equipment, vehicles, and personnel, and airport perimeter security.
 - D. Ground radio frequency monitoring and communications.
 - E. Cleanliness and condition of airport pavements after each test event.
3. The Marina Airport air-band radio frequency is 122.70. The TC shall have an air-band radio tuned to that frequency and shall be trained in radio communications.
4. Airband radio for use communicating to aircraft / pilots. Do not use for communication between testing crew and TC, or between crews.
5. The TC shall position themselves in a vantage point to observe and control all aspects of the test.
6. Enter and exit airport from the Joby lease site/building.
7. Staff performing test-related work shall do so under the direction of the TC. Test staff shall refrain from migrating beyond the test area, and beyond the point-to-point route between lease and test site.
8. Airport management reserves the right to request permanent off-airport removal of any individual whom, in the sole opinion of the airport, is behaving in an unsafe, erratic, or illogical manner. Dispute of any such removal by the Company may result in permanent termination of on-airport testing operations authority.
9. Airport management holds authority to suspend or terminate on-airport testing operations authority at any time.
10. A safety observer shall be present in the test area whose responsibility is to monitor the test area for any non-participants and to communicate with the TC to terminate testing if any non-test participant enters the test area.
11. When necessary dust control measures will be enacted to prevent excessive airborne dust from test operations.

continues on next page

Procedures for test operations within Test Area:

1. Comply with all General Requirements and Restrictions.
2. Set up for testing:
 - A. Testing crew, equipment, and vehicles to position themselves at the Ground Control Station (GCS)
 - B. TC will be located the GCS for duration of testing operations.
 - C. Appropriate test site delineation shall be in place at all times when the aircraft is in the test area. The test area shall be marked using FAA Advisory Circular 150/5370-2G compliant orange/white barriers which are lit and flagged placed at each corner and at 75 foot intervals along the perimeter as shown in YELLOW on Exhibit A.
 - D. Prior to spinning of the propellers the transit lane to the south of the test area shall be closed to aircraft, vehicle, and pedestrian traffic using an FAA Advisory Circular 150/5370-2G compliant orange/white barriers which are lit and flagged placed across the transit lane as shown in on BLUE Exhibit A. At all times while the transit lane is closed a flagger shall be present at each barrier. The flagger shall have safety flags, a radio with which to listen to aircraft transmitting on 122.7 and separately a radio with which to communicate with the test conductor. Prior to placing the barrier to close the transit lane the flagger shall observe for traffic and shall not place the barrier if an aircraft, vehicle, or person is transiting in such a manner that it apparent that the transit lane is intended to be imminently used. Transit lanes shall not remain closed any longer than necessary to ensure safety during tests, typically less than 5 minutes, and not to exceed 10 minutes. It is incumbent on the permittee to minimize disruption to the flow of aircraft, vehicles, and pedestrians on the ramp while conducting testing.
 - E. If in the judgement of the Permittee it is necessary to close taxilane A2 and the taxilane in front of Building 524, as indicated in RED on Exhibit A, to ensure test safety, then these taxilanes may be closed in accordance with the instructions in item 2D above.
3. After all testing is complete:
 - A. When complete, all materials, delineation, equipment, vehicles, are to be removed from the test area.
 - B. When organized and ready, inspect the Test Area for FOD and removing all FOD if necessary.

Emergency Response:

1. Call 911 first.
2. Inform 911 operator the emergency is within the secured fence of the Marina Municipal Airport.
3. Instruct the operator to enter the airport through Gate 18, with direct access off of Imjin Road.
4. Direct two team members in two vehicles to mobilize to Gate 18, operate and hold the gate in the open position, and gain the attention of emergency response when they arrive. Presuming emergency response arrives in 2 waves, each staff member to escort emergency responders into the airport through Gate 18 to the incident.
5. Call airport management and inform them of the incident.
6. After the incident has cleared, be prepared to address any issues raised by airport staff regarding duration of occupancy of facilities due to disabled equipment or vehicles, facility integrity, FOD removal, pavement sweeping, etc.
7. Should the incident occur on Runway 11-29 and occupancy expected to extend beyond 30 minutes, be prepared to assist airport staff in the placement of temporary runway closure crosses, and removal of same after all materials have been removed and the site has been deemed acceptable and safe for public use.

EXHIBIT C

Incident Report Form

INCIDENT REPORT FORM – FOR OFFICIAL USE ONLY

Date of Incident _____

Pilot in Command _____

Total Passengers _____

Name of Ground Observer _____

Name of Person(s) Involved: _____

Explanation: _____

Report Prepared by _____

Date _____

Received by _____

Date / Time _____

MARINA MUNICIPAL AIRPORT

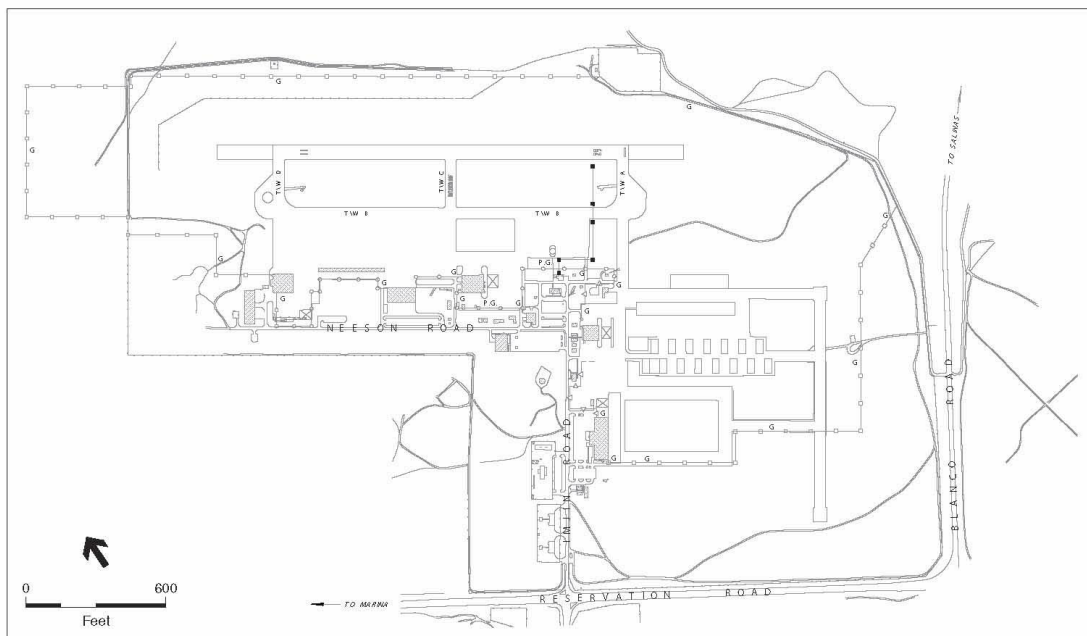


EXHIBIT D
FEDERAL AVIATION ADMINISTRATION ASSURANCES

A. COMPLIANCE WITH FEDERAL GRANT ASSURANCES: To the extent applicable, Permittee shall comply with all Federal Aviation Administration (FAA) assurances below:

1. The Permittee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenants and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, COT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 2. The Permittee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (in the case of leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
 3. That in the event of breach of any of the above nondiscrimination covenants, the City of Marina shall have the right to terminate the permit and to reenter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are followed and completed including expiration of appeal rights.
 4. Permittee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, THAT the Permittee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
-

5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such non-compliance the City of Marina shall have the right to terminate this permit and the estate hereby created without liability therefore or at the election of the City of Marina or the United States either or both said Governments shall have the right to judicially enforce Provisions.

6. Permittee agrees that it shall insert the above five provisions in any permit by which said Permittee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein permitted.

7. The Permittee assures that it will undertake an affirmative action program as required by 14 CFR Par 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Permittee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Permittee assures that it will require that its covered suborganizations provide assurances to the Permittee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR 152, Subpart E, to the same effort.

8. The City of Marina reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Permittee and without interference or hindrance.

9. The City of Marina reserves the right, but shall not be obligated to the Permittee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport together with the right to direct and control all activities of the Permittee in this regard.

10. This permit shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Marina and the United States, relative to the development, operation or maintenance of the airport.

11. There is hereby reserved to the City of Marina, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises herein permitted. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Marina Municipal Airport.

12. Permittee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the permitted premises, or in the event of any planned modification or alteration of any present of future building or structure situated on the permitted premises.

13. The Permittee by accepting this expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object above the mean sea level elevation of 210 feet.

In the event the aforesaid covenants are breached, the City reserves the right to enter upon the land permitted hereunder and to remove the offending structure or object, all of which shall be at the expense of the Permittee.

14. The Permittee by accepting this permit agrees for itself, its successors and assigns that it will not make use of the permitted premises in any manner which might interfere with the landing and taking off of aircraft from the Marina Municipal Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the owner reserves the right to enter upon the premises hereby permitted and cause the abatement of such interference at the expense of the Permittee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This permit and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

January 14, 2022

Item No. **4a**

Honorable Mayor and Members
of the Marina City Council

City Council Meeting
of January 25, 2022

**CITY COUNCIL CONSIDER ADOPTING RESOLUTION NO. 2022-,
APPROVING A CONDITIONAL AIRPORT USE PERMIT FOR JOBY
AERO, INC. FOR USE OF RAMP SPACE IN THE AIRCRAFT
OPERATIONS AREA OF THE MARINA MUNICIPAL AIRPORT FOR
AIRCRAFT FLIGHT TESTING ACTIVITIES AND AUTHORIZING THE
CITY MANAGER AND THE AIRPORT SERVICES MANAGER TO
EXECUTE THE CONDITIONAL AIRPORT USE PERMIT ON BEHALF OF
THE CITY SUBJECT TO FINAL REVIEW AND APPROVAL BY THE
CITY ATTORNEY**

REQUEST:

It is requested that the City Council consider:

1. Adopting Resolution No. 2022-, approving a Conditional Airport Use Permit for Joby Aero, Inc. for use of ramp space in the aircraft operations area of the Marina Municipal Airport for aircraft flight testing activities; and
2. Authorizing the City Manager, as the Airport Manager and the Airport Services Manager to execute the Conditional Airport Use Permit on behalf of the City subject to final review and approval by the City Attorney.

BACKGROUND:

Joby Aero, Inc., a Delaware corporation authorized to conduct business in California (“Joby”), is a tenant at the Marina Municipal Airport. Joby is seeking to conduct aircraft flight testing activities, including aircraft system tests, and manned and unmanned hover tests using the Joby S4 aircraft. The testing activity would take place in the Aircraft Operations Area of the Airport on open ramp space which would be dedicated to the testing activities when taking place and include locating a ground control system (GCS) trailer and an antenna next to the identified ramp space.

The Joby S4 aircraft has been found airworthy by the FAA as indicated by issuance of a Special Airworthiness Certificate for the aircraft. When operated by a remote pilot operation, the Joby S4 is governed by a Certificate of Waiver or Authorization (COA), FAA Form 7711-1. This COA specifies the Operating Area, Special Provisions, Safety of Flight, Notices to Airmen, Airspace, Air Traffic Control procedures and limitations.

The airworthiness and COA are specific to the S4 and are developed in cooperation with Joby as well as other branches of the FAA including Air Traffic Control and Airways.

ANALYSIS:

Joby desires to utilize dedicated ramp space for flight testing activities. The Conditional Airport Use Permit (CAUP) identifies the ramp space location for flight tests, the GCS and antenna locations (“**EXHIBIT A**”).

The Term of the CAUP is January 20, 2022 through June 30, 2023. The CAUP lists Conditions of Approval which apply to conducting flight tests within the dedicated ramp space and contains an Operational Safety Plan (OSP) which provides specific direction to be followed when conducting flight tests within the dedicated ramp space.

Joby personnel will monitor and communicate with air traffic to direct aircraft and/or vehicles to navigate around the dedicated ramp space when the hover testing activity is taking place and will not otherwise interfere with aircraft moving to or from the fuel farm on the ramp or nearby taxilane. Flight testing activities may occur between civil morning twilight and civil evening twilight subject to wind, weather and lighting conditions and would be conducted intermittently throughout various days each month during the term of this permit.

Joby will be responsible for all permits, safety, personnel, and coordination of all safety issues with the Airport Services Manager and Marina Police and Fire Departments, as set forth in the Use Permit conditions and OSP. Joby will notify the Airport Services Manager prior to conducting flight testing activities and will be holding two informational meetings to inform the hangar tenants/pilots about this use.

FISCAL IMPACT:

Should the City Council approve this request, Joby Aero, Inc. will pay \$500.00 per month for any month during which testing takes place and \$200.00 per month for any month during which the ground control system (GCS) trailer is located in the designated area. These revenues will be recorded in the Airport Enterprise Fund 555, Lic & Permits, Account No. 555.000.000.5200.010.

CONCLUSION:

This request is submitted for City Council consideration and possible action.

Respectfully submitted,

Jeff Crechriou
Airport Services Manager
City of Marina

REVIEWED/CONCUR:

Layne Long
City Manager/Airport Manager
City of Marina